

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF:

CONSOLIDATED DOCKET  
2004 SEP 29 PM 3:15

PETITION FOR ARBITRATION OF  
CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS

No: 03-00585  
T.R.A. DOCKET ROOM

PETITION FOR ARBITRATION OF  
BELLSOUTH MOBILITY LLC;  
BELLSOUTH PERSONAL  
COMMUNICATIONS, LLC;  
CHATTANOOGA MSA LIMITED  
PARTNERSHIP; COLLECTIVELY  
D/B/A CINGULAR WIRELESS

No: 03-00586

PETITION FOR ARBITRATION OF  
AT&T WIRELESS PCS, LLC D/B/A  
AT&T WIRELESS

No: 03-00587

PETITION FOR ARBITRATION OF  
T-MOBILE USA, INC.

No: 03-00588

PETITION FOR ARBITRATION OF  
SPRINT SPECTRUM L.P. D/B/A  
SPRINT PCS

No: 03-00589

**SUPPLEMENTAL REBUTTAL TESTIMONY  
OF SUZANNE K. NIEMAN  
REGARDING BILLING ISSUES**

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September 29, 2004

1                   **SUPPLEMENTAL REBUTTAL TESTIMONY OF SUZANNE K. NIEMAN**  
2

3   Q.   *Please state your name for the record.*

4   A.   My name is Suzanne K. Nieman.

5   Q.   *Have you provided supplemental testimony regarding billing issues in this proceeding?*

6   A.   Yes.

7   Q.   *Have you reviewed the supplemental testimony of Lera Roark and BellSouth's response to*  
8       *the Staff's August 30, 2004 Data Request?*

9   A.   Yes.

10   Q.   *Do you have any comments about Ms. Roark's supplemental testimony?*

11   A.   Yes. I think it is significant that although I testified at some length in the hearing about the  
12       use of SS7 records for billing purposes, Ms. Roark's testimony fails to even discuss SS7  
13       records, much less deny that the ICOs receive the records and could, with necessary  
14       investment in their billing systems, use those records for billing purposes. In addition, I  
15       believe that it is important that Ms. Roark testified that BellSouth does populate the  
16       Operating Company Number (OCN) in the 110101 records to identify the specific CMRS  
17       carriers. This concession, together with the failure of any ICO to identify any specific  
18       problems with the use of the BellSouth records for billing purposes, establishes that it is  
19       reasonable for the ICOs to rely on these records for billing purposes.

20   Q.   *Since you submitted your supplemental testimony have you come across any other*  
21       *examples of independent telephone companies, which are using SS7 data for billing*  
22       *purposes?*

23   A.   Yes. I understand that twenty-eight (28) rural independent companies recently filed  
24       "wireless termination" tariffs in Oklahoma. One of the options they proposed for billing  
25       wireless carriers for transport and termination was SS7 records. For example, the tariff  
26       filed by Hinton Telephone Company states that:

27                   Bills issued by Telephone Company will be based on the  
28                   best information available to the Telephone Company

1 including, but not limited to, records of terminating traffic  
2 created by the Telephone Company at its end office or  
3 tandem switch, *SS7 signaling* or usage reports and/or records  
4 (such as a CTUSR) generated by a third party ILEC whose  
5 network is used to transit the traffic to Telephone Company  
6 for termination.

7 Hinton Wireless IntraMTA Termination Tariff, Section 5.3. (emphasis added). I have  
8 attached a copy of Hinton's tariff to my supplemental rebuttal testimony as Exhibit A.  
9 Although AT&T Wireless and other CMRS providers are opposing such tariffs on a  
10 number of grounds, I believe it is helpful for the TRA to know that there are independent  
11 telephone companies that believe SS7 records are a viable option for billing of transport  
12 and termination charges to CMRS Providers.

13 *Q. Does this conclude your supplemental testimony?*

14 *A. Yes it does.*

**Exhibit A**

**FILED**  
DEC 24 2003

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA  
CORPORATION COMMISSION  
OF OKLAHOMA

NOTICE AND FILING OF HINTON  
TELEPHONE COMPANY, INC.  
FOR APPROVAL OF TARIFFS

)  
)  
)

CAUSE NO. PUD 200 300771

### NOTICE AND FILING

COMES NOW, Hinton Telephone Company, Inc. ("Hinton") and for its Notice and Filing for approval of tariffs alleges and states as follows:

1. Parties: Hinton Telephone Company, whose address is 200 W. Main, P.O. Box 1040, Hinton, Oklahoma 73047, is a telephone company subject to the jurisdiction of the Oklahoma Corporation Commission providing telecommunications services to customers pursuant to its lawful authority, within the State of Oklahoma.

2. Allegation of Facts: The purpose of this filing is to seek Commission approval of a new tariff for "Wireless Local Termination". The new tariff will apply to intraMTA traffic originated by Commercial Mobile Radio Service ("CMRS") providers who do not have interconnection agreements with Hinton and who terminate traffic to end-user subscribers of Hinton. The proposed tariff is not intended to replace existing or future CMRS interconnection agreements, and such agreements will supercede any provision of the proposed tariff.

Confidential cost information is being provided to the Public Utility Division concurrent with this filing, and under separate cover, pursuant to the provisions of OAC 165:55-5-35.

The proposed tariff revisions are new service offerings subject to the forty-five (45) day notice period provided by OAC 165:55-5-10(b)(6).

3. Legal Authority: The Oklahoma Corporation Commission has jurisdiction of this matter pursuant to the provisions of Article IX, §18 of the Oklahoma Constitution; 17 O.S. §131 *et seq.*, and the Oklahoma Corporation Commission's General Rules and Regulations Governing the Operations of Telecommunications Service Providers and Telecommunications in Oklahoma, particularly OAC 165:55-5-10(b)(6).

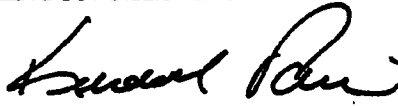
4. Relief Sought: Hinton requests the tariff attached hereto become effective forty-five (45) days from the date of filing in accordance with OAC 165:55-5-10(b)(6).

WHEREFORE, Hinton prays that the proposed tariff attached hereto and made a part hereof become effective forty-five (45) days from the date of filing without further notice or hearing.

Respectfully Submitted,

HINTON TELEPHONE COMPANY, INC.

By:



RON COMINGDEER, OBA #1835

KENDALL W. PARRISH, OBA #15039

MARY KATHRYN KUNC, OBA #15907

- for the firm -

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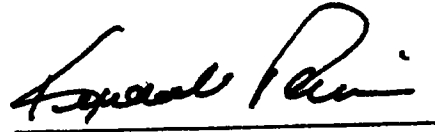
(405) 848-5534

ITS ATTORNEYS

## CERTIFICATE OF MAILING

I hereby certify that on the 24<sup>th</sup> day of December, 2003, a true and correct copy of the foregoing Notice and Filing of Tariff Revisions was mailed, postage prepaid, to:

Elizabeth Ryan  
Assistant Attorney General  
Office of the Attorney General  
112 State Capitol Building  
2300 N. Lincoln Boulevard  
Oklahoma City, OK 73105



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Hinton Telephone Company  
Local Exchange Tariff

Title Sheet

**WIRELESS INTRAMTA TERMINATION TARIFF**

**Regulations, Rates and Charges  
applicable to the provision of IntraMTA termination service  
to Wireless providers within the operating territory of**

**Hinton Telephone Company**

Cause No. PUD

Order No.

Effective:



**WIRELESS INTRAMTA TERMINATION TARIFF**

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Cause No. PUD

Order No.

Effective:

## WIRELESS INTRAMTA TERMINATION TARIFF

### Section 1. Application of tariff

This tariff applies to the transport and termination of intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Telephone Company (i.e., wireless to wireline traffic) that routes through (transits) a third party provider including, but not limited to, traffic delivered over an arrangement where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) and/or CLEC(s) which in turn delivers the traffic to the Telephone Company.

### Section 2. General

- 2.1. Wireless IntraMTA Termination Service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC) and terminating traffic within the Telephone Company's service area.
- 2.2. Wireless Termination Service provided under this tariff is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic).
- 2.3. Wireless to wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic) is not subject to the rates or terms and conditions of this tariff. InterMTA traffic terminated by the Telephone Company is subject to the rates, terms and conditions of the ORTC Intrastate Access Tariff or the National Exchange Carrier Association Tariff No. 4, depending on the jurisdiction of the traffic.
- 2.4. The regulations and rates contained in this tariff are in addition to the Regulations, Rates and Charges in other tariffs of the Telephone Company.
- 2.5. This tariff shall apply to the termination of wireless intraMTA traffic by the Telephone Company unless otherwise provided in an agreement between the CMRS provider and the Telephone Company approved by the Commission pursuant to the Act.
- 2.6. This tariff does not apply to traffic for which the CMRS provider has contracted or otherwise arranged with some other carrier (e.g. an IXC) to assume the responsibility for terminating the traffic and paying the applicable charges.
- 2.7. The rates and charges in this tariff shall apply on a reciprocal basis to wireline-to-wireless traffic that the Telephone Company originates and routes through (transits) a third party provider pursuant to an agreement approved by the Commission.<sup>1</sup>

<sup>1</sup> Hinton has and continues to advocate in various state and federal court and agency proceedings the position that it does not owe compensation to a CMRS carrier for traffic which originates on Hinton's network and is handed off to a third party carrier (e.g. IXC or SBC acting as an IXC) for termination on a CMRS carrier's network. At the time of the filing of this tariff, the issue of payment for such traffic is pending before the U.S. Federal Court for the Western District of Oklahoma. By including this provision in this tariff, Hinton recognizes the current status of OCC rulings and orders regarding this issue, but in no way waives its rights to assert its position before any court, federal or state, legislative body or governmental agency, nor acquiesces that payment by Hinton to a

**WIRELESS INTRAMTA TERMINATION TARIFF**

**Section 3. Definitions**

- 3.1. "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communication Commission or a state Government Relations commission.
- 3.2. "CTUSR" - Cellular Terminating Usage Summary Report, provided by Third Party Tandem Company, tracks the minutes for calls originating from CMRS providers and terminating to LECs.
- 3.3. "CMRS" - Commercial Mobile Radio Service, as defined in the Act.
- 3.4. "Commission" - Oklahoma Corporation Commission
- 3.5. "FCC" - Federal Communications Commission.
- 3.6. "ILEC" - Incumbent local exchange telecommunications company, a local exchange telecommunications company authorized to provide basic local telecommunications service in a specific geographic area within the State of Oklahoma as of December 31, 1995, or a successor in interest to such a company.
- 3.7. "CLEC" - Competitive local exchange telecommunications company, a local exchange telecommunications company certified by the Commission to provide basic or non-basic local telecommunications service or switched exchange access service, or any combination of such services, in a specific geographic area subsequent to December 31, 1995.
- 3.8. "InterMTA Traffic" - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Telephone Company's end-user subscribers in another MTA.
- 3.9. "IntraMTA Traffic" - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Telephone Company's end-user subscribers in the same MTA.
- 3.10. "IXC" - Interexchange telecommunications company, any company engaged in the provision of telecommunications service between points in two or more exchanges served by an ILEC and/or CLEC.

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CMRS provider for this type of traffic is just and proper under applicable federal and state laws. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify or stay the enforcement of laws or regulations that were the basis for this provision, then such provision shall be invalidated, modified or stayed as required by action of the legislative body, court or regulatory agency.

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Cause No. PUD

Order No.

Effective:

**WIRELESS INTRAMTA TERMINATION TARIFF**

**Section 3. Definitions (Cont'd)**

- 3.11. "LEC" - Local exchange carrier, includes any provider of local exchange telecommunications service that holds a certificate of convenience and necessity or certificate of service authority from the Oklahoma Corporation Commission.
- 3.12. "MTA" - The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 3.13. "Telephone Company" - Hinton Telephone Company.

**Section 4. Liability of Telephone Company**

- 4.1. The Telephone Company's failure to provide or maintain service under this Tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control.
- 4.2. The Telephone Company's liability, if any, with respect to any claim or suit, by a carrier or any other, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, the Telephone Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the CMRS provider for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission or service occurs and continues. Any such mistakes, omissions, interruptions, delays, errors, or defects in transmission of service, which are caused or contributed to by the negligence or willful act of the CMRS provider or which arise from the use of the CMRS provider's facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Telephone Company.
- 4.3. The Telephone Company is not liable for any act or omission of other providers.

**WIRELESS INTRAMTA TERMINATION TARIFF**

**Section 5. Billing and Records**

- 5.1. The Telephone Company will issue bills to the CMRS provider monthly in standard industry format for services provided pursuant to this tariff. The CMRS provider shall pay the Telephone Company all billed charges in accordance with the rates set forth in this tariff. Bills shall be due upon receipt and shall be past due fifteen (15) days after the date of the invoice.
- 5.2. The Telephone Company shall assess a late charge on any past due balance of the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Telephone Company the reasonable amount of the Telephone Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees.
- 5.3. Bills issued by Telephone Company will be based on the best information available to the Telephone Company including, but not limited to, records of terminating traffic created by the Telephone Company at its end office or tandem switch, SS7 signaling or usage reports and/or records (such as a CTUSR) generated by a third party ILEC whose network is used to transit the traffic to Telephone Company for termination.
- 5.4. Bills issued to Telephone Company by the CMRS provider shall be in standard industry format at an individual call detail record with sufficient information to identify the specific date and time of the call, the call duration, the originating and terminating numbers and the jurisdiction of the call.
- 5.5. The CMRS provider shall provide a report to the Telephone Company on a semi-annual basis demonstrating the percentage of the CMRS provider's traffic terminated to the Telephone Company that is intraMTA and that which is interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Telephone Company. In the event CMRS provider fails to provide such reports as required hereunder, Telephone Company may, at its sole option, issue bills using a reasonable surrogate factor separating traffic subject to this tariff from interMTA traffic subject to other Telephone Company tariffs.
- 5.6. Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Telephone Company upon request.

## **WIRELESS INTRAMTA TERMINATION TARIFF**

### **Section 6. Wireline to Wireless Transiting**

Where the CMRS provider is not physically connected to a Telephone Company end office or tandem switch, the CMRS provider shall pay the Telephone Company any charges assessed by a third-party provider for Wireline to Wireless Traffic that originates on Telephone Company's network and terminates on CMRS's network and that transits a third party's facilities.

### **Section 7. Verification Reviews**

The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Telephone Company. Upon reasonable written notice, the Telephone Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Telephone Company. The CMRS provider will provide the Telephone Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

### **Section 8. Refusal and Discontinuance of Service**

- 8.1. If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company, may on thirty (30) day's written notice by Certified U.S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. Discontinuance of service or the refusal to provide additional services is not appropriate where the CMRS provider has failed to pay for traffic terminated to the Company prior to the effective date of this tariff.
- 8.2. If the Telephone Company does not refuse additional applications for service or discontinue the provision of the services involved on the date specified in the thirty (30) day's notice, and the CMRS provider's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service or to discontinue the provision of the services to the non-complying CMRS provider without further notice.

**WIRELESS INTRAMTA TERMINATION TARIFF**

**Section 8. Refusal and Discontinuance of Service (Cont'd)**

- 8.3. If the Telephone Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other third parties with whom the Telephone Company's network is connected. The Telephone Company may request such other third party(ies) to take the necessary steps within its/their office(s) to disconnect service to the non-complying CMRS provider or to take such other actions as are necessary and appropriate to effectuate discontinuance of service as authorized by this tariff. This tariff specifically gives authority to such other third parties to respond to and honor a request to effect discontinuance of service from the CMRS provider to the Telephone Company without further authorization.
- 8.4. In the event a CMRS provider for whom the Telephone Company has effectuated discontinuance of service requests reconnection or restoration of service, such service will not be reconnected or restored unless and until such CMRS provider has paid to the Telephone Company all past due balances and the actual costs assessed to the Telephone Company by any other third party for such third party's assistance in effectuating such discontinuance of service.

**Section 9. Rates and Charges**

- 9.1. The rate regulations applicable to InterMTA Traffic are set forth in the Section 2.3 of this tariff. The rates for Termination of IntraMTA Traffic are shown in the Rates section below.

9.2. **RATES:**

Wireless Termination - Per Minute of Use	\$0.02447
Service Establishment Charge Per Occurrence	\$136.00

## CERTIFICATE OF MAILING

I hereby certify that on the 29 of September, 2004 a true and correct copy of the **SUPPLEMENTAL REBUTTAL TESTIMONY OF SUZANNE K. NIEMAN REGARDING BILLING ISSUES** was served via electronic distribution and United States mail, postage prepaid, to the list below:

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A handwritten signature in black ink, appearing to read 'Christina Karo', written over a horizontal line.

Christina Karo